

AN ORDINANCE

101690

**AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH MRS. NAKO SHIRANE IN THE AMOUNT OF \$175,000 AND FOR EXPENSES NOT TO EXCEED \$25,000 FOR THE PERIOD OCTOBER 1, 2005 THROUGH SEPTEMBER 30, 2006 WITH A ONE YEAR RENEWAL OPTION SUBJECT TO APPROPRIATION, FOR TRADE AND FOREIGN INVESTMENT REPRESENTATION SERVICES TO DEVELOP AND FOSTER BUSINESS WITH JAPAN.**

\* \* \* \* \*

**WHEREAS**, Mrs. Naoko Shirane ("Shirane") has served the City of San Antonio (the "City") as a trade representative in Japan for over 20 years, beginning in January 1985 through the Greater Austin-San Antonio Corridor Council and later, in January 1989, directly contracting with the City; and

**WHEREAS**, Shirane has worked closely with the City's International Affairs and Economic Development Departments, as well as the San Antonio Economic Development Foundation, to promote San Antonio in Japan as a location for capital investment and industry expansion; and

**WHEREAS**, she has also assisted in the implementation of the Kumamoto Sister City goals and supported the development of this Sister City relationship; and

**WHEREAS**, Shirane has continuously introduced and conducted follow-up with major corporations in Japan such as Toyota, among many others, and together with the Economic Development Foundation and the City, she was instrumental in attracting multi-million dollar operations to San Antonio including Takata Seat Belt, Sony Corporation, Mycom International, Hyatt Hill Country Resort (a major Japanese investment joint venture) and Colin Medical Equipment; and

**WHEREAS**, in 2003, Toyota announced the opening of a manufacturing plant in San Antonio with an investment of \$850 million, with Shirane currently assisting with attracting Toyota automotive suppliers; and

**WHEREAS**, funding will allow for Shirane to continue operations to service the City of San Antonio in an 1,800 square foot office with one parking space, located in Suite 101, 2-15-9 Hiroo, Shibuya-ku, Tokyo 150-0012 Japan, which will be open Monday through Friday from 9:00 a.m. to 6:00 p.m. with a full-time Executive Assistant, a full-time Marketing Specialist, a part-time Administrative Assistant and Shirane serving as Director; and

**WHEREAS**, as the City's consultant, Shirane will continue to coordinate business meetings and provide trade leads for San Antonio companies as well as maintain contact on behalf of the City with Japanese entities and government officials at the federal, state and municipal levels such as the Keidanren, the most important and influential association of business leaders; METI, the Ministry of Economy, Trade and Industry; JETRO, the Japan External Trade Organization; and the City of Kumamoto; and

**WHEREAS**, the continued support of Mrs. Shirane's services strengthens the City of San Antonio's commitment to continue to develop and foster business with Asia, and in particular, Japan, thereby

promoting and maintaining the City's visibility and desirability as a site location for Japanese industry and investment; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Council hereby authorizes a professional services contract with Mrs. Naoko Shirane in the amount of \$175,000.00 plus expenses not to exceed \$25,000.00, for the period of October 1, 2005 through September 30, 2006, with a one year renewal option subject to appropriation, for trade and foreign investment representation services to develop and foster business with Japan.

**SECTION 2.** The City Manager, or the City Manager's designee, is authorized for a 60-day period following the effective date of this ordinance, to execute the Professional Services Contract described in Section 1, a copy of which is executed by Mrs. Naoko Shirane and attached hereto as Attachment I.

**SECTION 3.** Funds in the amount of \$200,000 are available in the FY06 budget from Fund 29006000, Cost Center 1404010003, General Ledger 5202025(\$75,000); and Fund 11001000 Cost Center 1402010001, General Ledger 5202025(\$125,000).

**SECTION 4.** Payment not to exceed \$200,000 is authorized to Mrs. Naoko Shirane from the funding sources listed in Section 3. These funds should be encumbered upon issuance of a purchase order.

**SECTION 5.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 6.** This ordinance shall be effective on and after the tenth (10th) day after passage.

PASSED AND APPROVED this 17th day of November, 2005.

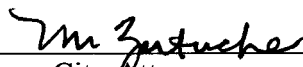
  
M A Y O R

PHIL HARDBERGER

ATTEST:

  
City Clerk

APPROVED AS TO FORM: \_\_\_\_\_

  
for City Attorney

# Agenda Voting Results

**Name:** 10.

**Date:** 11/17/05

**Time:** 03:28:44 PM

**Vote Type:** Multiple selection

**Description:** An Ordinance authorizing a professional services contract with Mrs. Naoko Shirane in the amount of \$175,000.00 and for expenses not to exceed \$25,000.00 for the period October 1, 2005 through September 30, 2006, with a one year renewal option subject to appropriation, for trade and foreign investment representation services to develop and foster business with Japan. [Presented by Elizabeth E. Costello, Director, International Affairs; Frances A. Gonzalez, Assistant City Manager]

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

## **ATTACHMENT I**

## CONTRACT FOR CONSULTANT SERVICES

### TO REPRESENT THE CITY OF SAN ANTONIO IN JAPAN

**THE STATE OF TEXAS:**

**COUNTY OF BEXAR:**

This Contract is made and entered into by and between the **CITY OF SAN ANTONIO**, (hereinafter referred to as "**PURCHASER**"), a Texas municipal corporation, and Mrs. Naoko Shirane, a private individual qualified to transact business in the State of Texas, (hereinafter referred to as "**CONTRACTOR**").

#### WITNESSETH

**THAT THE PURCHASER AND CONTRACTOR** in consideration of their respective agreements and covenants hereinafter contained and recited, hereby agree and contract as follows:

#### I. PERFORMANCE

**CONTRACTOR** agrees to provide consultant services to the **PURCHASER** as professional advisor on activities with Japan and to act as official City representative in Japan to promote our Sister City relationship and economic development objectives, (hereinafter referred to as "Services"), in accordance with the terms and conditions herein contained. **CONTRACTOR** agrees to keep **PURCHASER** apprised of her activities and progress with advance notice to **PURCHASER** of actions to be taken, and to do and perform all specified work required to complete the services as outlined hereinafter, with such changes within the scope of work as are mutually agreed to in writing between the **PURCHASER** and the **CONTRACTOR**.

#### II. SCOPE OF WORK

**CONTRACTOR** agrees to provide **PURCHASER** with the following services for the term of this Contract:

1. To act as the City of San Antonio's representative in Japan;
2. To promote and maintain the City's visibility and desirability as an industrial site location for Japanese industry;
3. To promote and advise the City on projected Toyota automotive suppliers;
4. To promote and advise the City on other non-automotive firms who may be persuaded to follow Toyota's decision on San Antonio;
5. To promote and advise the City on biomedical firms attracted to San Antonio's bio-sciences complex;

6. To promote and advise the City on other Japanese capital investment and joint venture possibilities especially in the fields of research and development, manufacturing, assembly, warehouse and distribution, education and medicine;
7. To promote visits to the City of San Antonio by Japanese representatives of industry, government, banking, research and other organizations interested and influential in location and investment decision making;
8. To assist in developing itineraries and making arrangements for visits to San Antonio by business and government leaders and Japanese delegations;
9. To maintain contact in behalf of the City with such organizations as the Keidanren, JETRO, METI, etc.;
10. To advise the City on trade lead opportunities;
11. To assist in the development and distribution of Japanese language promotional materials;
12. To set up business appointments in Japan for City officials;
13. To assist in the implementation of the Kumamoto Sister City goals and support the development of our relationship;
14. To recommend action to the **PURCHASER** of the above listed items;
15. To provide quarterly activity reports to the **PURCHASER** summarizing services performed (including investment and trade leads established, meetings and conferences attended, and updates on Kumamoto-San Antonio Sister City Program);
16. **CONTRACTOR** will operate an office, with a parking space, servicing **PURCHASER**, located at Suite 101, 2-15-9 Hiroo, Shibuya-ku, Tokyo 150-0012 Japan. The office will be open Monday – Friday, 9:00 a.m. – 6:00 p.m. with Mrs. Naoko Shirane, Director; a full-time Executive Assistant, a full-time Marketing Specialist and a part-time Administrative Assistant as staff.

### III. CONTRACT PRICING AND BILLING

The total contract amount to be paid to the **CONTRACTOR** as consideration for personnel costs and consulting service fees is \$175,000, exclusive of expenses. Consideration shall be paid on a quarterly basis, upon receipt of invoice and quarterly report from **CONTRACTOR**. Expenses related to office expenses, rent, communications, local transportation, travel, trade show fees, American State Offices Association (ASOA) membership, and other expenses associated with the additional tasks provided for herein, may be reimbursed up to an amount not to exceed \$25,000.

### IV. PERIOD OF PERFORMANCE

Except as otherwise provided for pursuant to the provisions hereof, this Contract shall commence October 1, 2005 and shall terminate on September 30, 2006.

**PURCHASER** shall have the right to renew this Contract for an additional one (1) year period should future budgetary funds be approved by City Council through the City budget.

#### **V. TERMINATION**

This Contract may be terminated by the **PURCHASER** in accordance with this clause in whole, or from time to time in part, whenever such termination is in the best interest of the **PURCHASER**. Termination will be effected by delivery to the **CONTRACTOR** of a written notice of termination specifying to what extent performance of work under the Contract has been terminated and the effective date of termination. On receipt of a notice of termination, the **CONTRACTOR** shall stop work under the Contract on the date to the extent specified in the notice of termination.

Within sixty (60) days of the effective date of the termination the **CONTRACTOR** shall submit to the **PURCHASER**, her termination claims for the monies **CONTRACTOR** claims are owed by **PURCHASER** for the services performed through the effective date of termination. In addition to the termination claim, **CONTRACTOR** shall also submit to **PURCHASER** all records, data, reports and other such materials pertaining to the services completed through the effective date of termination. **PURCHASER** will reimburse all expenses and professional fees at **CONTRACTOR's** normal hourly billing rates provided, however, that such payment does not exceed the maximum Contract amount set out in Section III.

#### **VI. SUBSEQUENT USE OF INFORMATION**

All records, data, reports and other such material pertaining to the service completed as part of this Contract shall become the absolute property of **PURCHASER**, on full payment of all compensation due **CONTRACTOR** under this Contract, to be used as **PURCHASER** desires, for public purposes, without restrictions. One (1) copy of the aforementioned documents shall be retained by **CONTRACTOR** for her own use.

#### **VII. COST RECORDS**

**CONTRACTOR** shall maintain all Expense Records that derive from this Contract pertaining to costs incurred, and shall submit quarterly reports which identify the expenses, also making such materials available at the respective office at all reasonable times during the Contract period for the purpose of accounting and audit inspections by **PURCHASER**.

#### **VIII. INTEREST OF CONTRACTOR**

Contractor acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business

entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Pursuant to the subsection above, Contractor warrants and certifies, and this contract is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Contractor further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

#### **IX. LAW APPLICABLE**

**THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND IS PERFORMABLE IN BEXAR COUNTY, TEXAS.**

#### **X. SEVERABILITY**

If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Contract that is invalid, illegal, or unenforceable, that there be added as a part of the Contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

#### **XI. NOTICES**

For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

##### **PURCHASER**

International Affairs Department  
City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283-3966

##### **CONTRACTOR**

Mrs. Naoko Shirane  
Shirane International  
Suite 201, 2-15-9 Hiroo  
Shibuya-ku, Tokyo 150  
JAPAN



## **XII. INDEMNIFICATION**

CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the PURCHASER and the elected officials, employees, officers, directors, volunteers and representatives of the PURCHASER, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the PURCHASER directly or indirectly arising out of, resulting from or related to CONTRACTOR's activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the PURCHASER under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF PURCHASER, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF PURCHASER, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall advise the PURCHASER in writing within 24 hours of any claim or demand against the PURCHASER or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The PURCHASER shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS, the PURCHASER from the consequences of the PURCHASER'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the PURCHASER is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the PURCHASER is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE PURCHASER AND IN THE NAME OF THE PURCHASER, any claim or litigation brought against the PURCHASER and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

## **XIII. LEGAL AUTHORITY**

The signer of this Contract for CONTRACTOR represents, warrants, assures and guarantees that she has full legal authority to execute this Contract on behalf of

**CONTRACTOR** and to bind **CONTRACTOR** to all of the terms, conditions, provisions and obligations herein contained.

**XIV. GENDER**

Words of any gender in this Contract shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

**XV. CAPTIONS**

The captions contained in the Contract are for the convenience of reference only and in no way limit the terms and/or conditions of this Contract.

**XVI. SIGNATURES**

**CONTRACTOR** and **PURCHASER** for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants herein contained.

**XVII. DATE**

This Contract has been executed in duplicate originals this the \_\_\_\_ day of \_\_\_\_, 2005 to be effective as of October 1, 2005.

**CITY OF SAN ANTONIO**

**CONTRACTOR**

\_\_\_\_\_  
City Manager

*Naoko Shirane*  
\_\_\_\_\_  
Mrs. Naoko Shirane

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney